

# Decision – 26 November 2020 (De-Identified for publication)

This document sets out my decision on a complaint about the Provider from the Consumer. The Consumer has authorised the Representative as its representative in this complaint.

My decision is what I believe to be a fair and reasonable outcome, having regard to:

- relevant laws (based on my view of what a Court would be likely to find in all the circumstances), and
- good practice, including industry guidelines.

#### 1 Decision

My decision is that within 10 working days of receiving the Consumer's written acceptance the Provider must pay the Consumer \$1,898.25.

This is because I am satisfied:

- The Consumer did not authorise the Provider to transfer the primary number
- Both the Provider and the Consumer contributed to the confusion around which number they were discussing and ultimately to the loss
- It is fair and reasonable for the Provider to cover 50% of the Consumer's loss

#### 2 Background

The Consumer had two phone lines with line hunt and internet with the Existing Provider.

On 7 January 2019, the Representative called the Provider to ask about the plans available for internet and phone lines. The Provider set up registration details for both phone lines including an internet connection and told the Representative his application would not proceed until he made payment. Table 1 below shows the

registration details.

Table 1 – The Provider Registration details

Number	Username	Provider Account number
Primary number	Plan name	XXXXXXX
Secondary number	Plan name	XXXXXX

#### 3 The complaint and the Provider response

The Consumer's complaint is about the Provider's unauthorised transfer of primary number from the Existing Provider to the Provider.

The Representative says the Consumer only requested to transfer the secondary number and paid for that order.

The Provider denied that it was an unauthorised transfer and said the Representative triggered the order for the primary number to progress by updating the payment details online.

#### 4 My proposed resolution and the parties' response

On 9 April 2020, I advised the parties of my proposed resolution (reproduced in the Appendix).

#### The Provider's response

On 21 May, the Provider said it did not agree with my proposed resolution. The Provider provided a summary of the complaint and interactions from its perspective with the Representative and my office.

The Provider said the Representative should have been aware that by providing his bank account he would initiate the order to progress and trigger the transfer of the primary number to the Provider. The Provider said this was because the Representative was aware that two accounts were created during the initial sales call and the Provider's representative told him more than once that the order would not progress without payment.

The Provider accepted that during the second phone call on 7 January 2019 the Representative only asked to progress the order for secondary number and made payment for only one account. However, the Provider said the Representative did not question the Provider when he later received emails for both accounts.

The Provider said the information shows the Representative updated his payment

details setting up a direct debit on 17 and 21 January. The Provider does not dispute that the Representative did this in error but denies that this means it was an unauthorised transfer triggered by the Provider alone.

The Provider said after the Representative arranged payment, he still had an opportunity to cancel the application and stop the transfer of the primary number but did not do this. The Provider referred to three emails it sent to the Consumer about the installation and the transfer of the primary number. The Provider said at this point the service was not yet active and the Representative could have called immediately to cancel the application if he did not want the number transferred.

The Provider said it provided the Representative enough information for him to make an informed decision about transferring the primary number to the Provider and it would not be reasonable for the Provider to be held responsible for an error the Representative made.

The Provider said on 30 January the transfer of the primary number was completed and the Consumer started using the Provider's service to make outgoing calls while incoming calls were diverted to the Provider's voicemail.

The Consumer is still using the residential service for both numbers despite the Provider's offer to transfer the services to a business plan. The Provider said this does not support the Representative's position that he had no intention of using the Provider's residential plan for both landlines.

The Provider said it is not responsible for the technician costs because the Provider did not tell the Representative to hire a technician. Furthermore, the Representative did not tell the Provider at any point that he would be hiring a technician, or that he expected the Provider to cover the cost of technician.

The Provider said the Consumer experienced a short downtime as the transfer took three business days but this could have been less if the Representative reversed the transfer back to the Existing Provider.

The Provider said the Consumer is on a residential plan and benefitting from cheaper subscription charges, therefore it should not be able to seek business loss.

#### The Consumer's response

On 26 April, the Representative accepted the proposed resolution. On 26 May, my office wrote to the Representative summarising the Provider's response attaching copies of the emails provided. My office asked the Representative to provide any response to the information the Provider had provided by close of business 29 May. On 29 May, my office sent the Representative a reminder, but he did not respond.

#### 5 Reasons

The reasons for my Decision are:

- The Consumer did not authorise the Provider to transfer primary number
- Both the Provider and the Consumer contributed to the confusion around which number they were discussing and ultimately to the loss
- It is fair and reasonable for the Provider to cover 50% of the Consumer's loss

### 6 The Consumer did not authorise the Provider to transfer primary number

I have considered the Provider's response and I remain satisfied that the Consumer did not authorise the Provider to transfer primary number.

I accept that during the initial sales call on 7 January, the Provider's representative told the Representative nothing would happen with the registration until the Consumer made payment.<sup>1</sup> However, the Provider's phone call to the Representative on 17 January was what led to the Representative updating his direct debit details online.

In the phone call on 17 January, the Provider's representative talked about the need to complete the payment details but did not tell the Representative the payment was for the primary number. Therefore, I concluded that it was reasonable for the Representative to believe payment was for the secondary number.

The Provider accepts that the payment was likely made in error. Therefore, it is not reasonable to expect the Representative to have realised this payment would trigger the registration for the primary number to progress when the Provider's representative did not discuss this number during that call.

I accept the Provider's argument that the transfer was not triggered by the Provider alone, but this does not mean the Consumer authorised it.

The Provider said the Consumer's decision to continue using the residential plans for both numbers, despite the Provider's offer to move to a business plan, does not support the Representative's position that he had no intention of using the residential plan for both landlines. I am not persuaded by this argument because the Consumer's decision to continue using the plan does not show that the transfer was authorised in the first place. Further, the Representative has maintained that the Consumer intends to move the services to another provider but has not been able to arrange this because of the potential downtime in the transfer process.

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<sup>&</sup>lt;sup>1</sup> Provider call recording on 7 January 2019 at 10:03am

### 7 Both the Provider and the Consumer contributed to the confusion around which number they were discussing and ultimately to the loss

I am satisfied both the Provider and the Consumer contributed to the confusion around which number they were discussing and ultimately to the loss.

#### This is because:

- The Consumer did not contact the Provider after receiving the email on 21 January about the order for the primary number
- The Provider's emails on 22 and 23 January did not reference the primary number
- The Provider did not tell the Representative the email on 23 January was about the primary number when he called to question it
- The Provider did not tell the Representative the primary number was being transferred when he called to report a fault on 29 January

# 7.1 The Consumer did not contact the Provider after receiving the email on 21 January about the order for the primary number

I am satisfied the Consumer did not contact the Provider after receiving the email on 21 January and thereby contributed to the confusion around which number they were discussing.

In my view it would have been reasonable for the Consumer to contact the Provider when he received the email. This is because the email referred to a different username and a different phone number to the phone number he did want to transfer to the Provider.

At 14:55 on 21 January, the Provider sent the Consumer an email to confirm the payment had been received and the status of the order. The Provider provided my office a copy of the email it sent to both <a href="mailto:name@aemailaddress.com.au">name@aemailaddress.com.au</a>.

The subject of the email was 'PROVIDER ADSL2+ with Home Phone Registration and Advance Payment (6429655)'. The second paragraph of the email (in bold) says:

"To track the progress of your installation, visit www.provider.com.au/install

USERNAME: nightnday1"

The username in the email was 'nightnday1' as opposed to 'nightnday2', which was setup for the secondary number. The email also included a breakdown of charges in a table which included the primary number twice.

The difference in the username is minor on its own. However, with the phone number included in the email and the subject of the email referring to registration and advance payment it should have alerted the Representative to the incorrect order.

# 7.2 The Provider's emails on 22 and 23 January did not reference the primary number

I am satisfied the Provider's emails on 22 and 23 January did not reference the primary number and this contributed to the confusion about the number or order involved.

The Provider's email to the Consumer on 22 January advised the Provider was working towards getting the service activated and including links to tools the Consumer could use to track the order. The email refers to the username 'nightnday1' but does not refer to the primary number.

The Provider's email to the Consumer on 23 January, unlike the previous emails, did not include the username. Instead the email referred to the account number 'xxxxxxxx'. While the account number was included in other emails, without a username or phone number it added to the confusion about which number the Provider was referring to.

# 7.3 The Provider did not tell the Representative the email on 23 January was about the primary number when he called to question it

I am satisfied the Provider did not tell the Representative the email on 23 January was about the primary number when he called to question it.

The Provider referred to the email it sent the Consumer on 23 January at 15:42. The Provider's records for the secondary number show earlier that day the Representative spoke to the Provider about problems with the installation and the service not working. The Provider's representatives told the Representative they were in the process of transferring the number and the internet would work once this was completed.<sup>2</sup>

The email the Provider sent at 15:42 confirms the installation date, timeframe, and details of the transfer process.

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<sup>&</sup>lt;sup>2</sup> Provider Nightnday2 care notes – record ID xxxxxxx & xxxxxxxx

Shortly after, at 15:54 on 23 January, the Provider's record of the Representative calling to complain about an email says:

"Reason: porting status

- complaining because he receive an email saying we need another 2 weeks to complete the porting request
- service was installed today 23rd January DULL
- advised customer time frame for porting is 3-4 working days
- as courtesy will call the customer back on 25th Friday to update him for the porting status."<sup>3</sup>

The Provider's representative did not refer to the email or tell the Representative it was about a different account and number. Instead, the Provider's representative confirmed the details about the secondary number by saying the installation was complete and the transfer would complete in three to four working days.

In my view, the Provider contributed to the confusion by failing to check the content of the email or telling the Representative it was about another account.

# 7.4 The Provider did not tell the Representative the primary number was being transferred when he called to report a fault on 29 January

I am satisfied the Provider did not tell the Representative the primary number was being transferred when he called to report a fault on 29 January.

The Provider's records show the Representative called to report an incoming call issue on 29 January.<sup>4</sup> This interaction was recorded on the account for the secondary number. The Provider's representatives discussed the secondary number and lodged a fault for that number but did not question whether the primary number was working or mention that it was also being transferred.

In its response to my OPR, the Provider said the port for the primary number completed on 30 January. This means the primary number was likely in the process of being transferred when the Representative reported a fault on 29 January. It is possible, the call issue the Representative described during that call was about the primary number, as opposed to the secondary number.

In my view, it would have been reasonable for the Provider's representative to have discussed the primary number during the call on 29 January, but it did not. This was another opportunity the Provider had to alert the Representative to the transfer

<sup>&</sup>lt;sup>3</sup> Provider Plan care notes – record ID xxxxxxxx

<sup>&</sup>lt;sup>4</sup> Provider Plan care notes – record ID xxxxxxxx & xxxxxxxx

of the primary number.

### 8 It is fair and reasonable for the Provider to cover 50% of the Consumer's loss

I am satisfied it is fair and reasonable for the Provider to cover 50% of the Consumer's loss. This is because both the Provider and the Consumer contributed to the confusion and ultimately the loss.

For the reasons discussed above, I believe the Provider and the Consumer both could have taken additional steps to stop the transfer of the primary number. In the circumstances, it is reasonable for both parties to share the loss.

The Provider argued that it did not advise the Representative to hire a technician and was not aware of this. While I acknowledged this, it does not change my view about what is a fair and reasonable outcome. This is because, at the time the Representative hired the technician, he believed the primary number was still with the Existing Provider. Therefore, it was not unreasonable for the Representative to have contacted the Existing Provider instead of the Provider about the problems.

The Representative said he contacted both the Existing Provider and the Provider when the phones stopped working and each blamed the other. In the circumstances, I am satisfied it was reasonable for the Representative to hire the technician to investigate the service problem.

The Provider said it should not be responsible for the Consumer's loss of profits because the Consumer is on a residential plan and benefitting from cheaper subscription charges. The Provider raised this argument after the assessment and I considered it in proposing the resolution. I remain satisfied that the Consumer is entitled to claim the loss of profits. This is because the Consumer did not intend to transfer the primary number at all, so did not make a choice of plan. Therefore, the type of plan or lower subscription charges are not relevant in the circumstances.

The private technician fees were \$1,210. The loss of profits as calculated in my proposed resolution was \$2,586.50. The total is \$3,796.50. I have decided the Provider should pay the Consumer 50% of the total, which is \$1,898.25.

Judi Jones

Telecommunications Industry Ombudsman



### **Ombudsman's proposed resolution**

Service provider The Provider

Account holder The Consumer

Representative The Representative

This document sets out my proposed resolution of a complaint about the Provider from The Consumer. The Consumer has authorised the Representative as its representative in this complaint.

My proposed resolution is what I believe to be a fair and reasonable outcome, having regard to:

- relevant laws (based on my view of what a Court would be likely to find in all the circumstances), and
- good practice, including industry guidelines.

### 1 Proposed resolution

Based on the information given to me, my proposed resolution of this complaint is that within 10 working days of both parties accepting this proposed resolution, the Provider should pay the Consumer \$3,796.50.

### 2 Background

The Consumer had two phone lines with line hunt and internet with the Existing Provider.

On 7 January 2019, the representative called the Provider to ask about the plans available for internet and phone lines. The Provider set up registration details for both phone lines including an internet connection and told the Representative his application would not proceed until he made payment. Table 1 (on the next page) shows the registration details.

Table 1 – The Provider Registration details

Number	Username	THE PROVIDER Account number
xxxxxxxxxx (main business number)	The Plan	xxxxxxx
xxxxxxxxxx (secondary number)	The Plan	xxxxxxx

The Representative called back on the same day and asked to confirm the order for the secondary number only.

On 24 January, the Provider submitted a request to transfer the secondary number from the Exiting Provider. On 29 January, two working days later, the secondary number was transferred to the Provider.

On 31 January, the Provider submitted a request to transfer the main business number from the Existing Provider. On 5 February, three working days later, the main business number was transferred to the Provider.

### 3 The Consumer's complaint

The Consumer's complaint is about the Provider's unauthorised transfer of the main business number from Existing Provider to the Provider.

The Representative said on 30 January the main business number stopped working. He said the Existing Provider and the Provider could not identify the cause of the problem and after he hired a private technician, he found out it was because the Provider requested the transfer of the main business number without the Consumer's permission.

The Representative says the Consumer only requested the transfer of the secondary number and paid for that order.

The Representative says he could not stop the transfer from going ahead. This meant the main business number did not work for a week. During that week, the Consumer experienced a loss of income.

### 4 The Provider's response

The Provider denied that it was an unauthorised transfer and said the Representative

triggered the progression of the two applications (the main business number and the secondary number) by updating the payment details online.

The Provider said the account is for residential purposes and not business, therefore it will not compensate the Consumer for loss of profits.

The Provider said it told the Representative the phone would not work during the transfer process and he agreed to this. Therefore, it is not liable for any technician fees.

#### 5 Assessment and the parties' responses

On 17 October 2019, my office assessed the complaint and said the Provider should pay the Consumer compensation.

The Consumer accepted the assessment.

The Provider rejected the assessment and provided more information including system notes. The Provider said:

- The Provider's staff were aware the Consumer would likely use the service for business purposes but the Consumer decided to select a cheaper residential plan and therefore the Provider should not be responsible for business loss
- The Representative was aware an application was reserved for the main business number which would be activated once he consented by providing payment details
- The application for the main business number progressed on 21 January 2019, when the Representative logged into the online account for this account and set up a direct debit
- The fact that the Representative was able to update payment details online shows he was aware of the existence of the reserved application and his log-in details for the account
- The transfer of the main business number occurred within three working days which is the required timeframe under the porting process. This meant there was downtime of the service for incoming calls for five days between Friday 31 January and Tuesday 4 February 2019
- The Provider is not responsible for the technician fees because the technicians checked the Consumer's internal wiring and internal wiring is beyond the Provider's scope of support.

#### 6 Reasons

The reasons for my proposed resolution are:

- The Representative did not authorise the Provider to transfer the main business number
- The Provider should pay the Consumer the reasonably foreseeable losses experienced because of the unauthorised transfer.

### 7 The Consumer did not authorise the Provider to transfer the main business number

I am satisfied the Consumer did not authorise the Provider to transfer the main business number. This is because:

- The Representative did not agree to transfer the main business number when he talked to the Provider on 7 January
- The Representative did not agree to transfer the main business number when he talked to the Provider on 17 January
- The Representative did not agree to transfer the main business number by setting up the direct debit details.

# 7.1 The Representative did not agree to transfer the main business number when he talked to the Provider on 7 January

I am satisfied the Representative did not agree to transfer the main business number when he talked to the Provider on 7 January.

The Provider provided two recordings of calls between the Provider and the Representative on 7 January. The first call is the initial sales call where the Provider setup the registration details for two accounts but did not progress either. The second call is from the Representative to the Provider completing the order for the secondary number.

During the second call, the Provider's representative and the Consumer confirm the order is only for one number on multiple times:

- When the Provider's representative asked for a username or customer ID to look up the order, The Consumer only provided the username 'Nightnday2'
- When the Provider's representative asked the Consumer if he wanted to process the initial payment, he said 'yes, but just for one of the numbers.

The one ending in xxxx'

- When the Provider's representative asked for the payment method the Consumer said 'as long as it is only for xxxx and not for xxxx'
- When the Provider's representative said 'so you're going to be processing the payment for telephone number ending in xxxx' The Consumer said 'correct, only one number and that is phone number 2'
- Before processing the payment, the Provider's representative confirmed the order was for nightnday2, and the plan details. The Consumer said 'yes for one number xxxxxxxxxx. No lock in contract'.
- The Provider's representative connected the Consumer to a secure line to make payment and before ending the call confirmed 'payment has been submitted. We will send your application to the Existing Provider.

The Provider sent the Consumer a welcome email after the second call, on 8 January confirming the services will be activated and the username is nightnday2.

# 7.2 The Consumer did not agree to transfer the main business number when he talked to the Provider on 17 January

I am satisfied the Representative did not agree to transfer the main business number when he talked to the Provider on 17 January.

On 17 January, a Provider's representative called the Consumer about setting up direct debit details. The Provider provided a copy of the call recording. During the call, the Representative:

- said he was calling about the application for internet
- said he needed to remind the Representative of his first payment, and
- asked the Representative whether he would be paying by credit card or savings account.

The Representative said he would be paying with a credit card. The Provider's representative agreed to email the Consumer a link and ended the call.

The Provider's representative did not tell the Consumer that the call was about the outstanding application for nightnday1 (the account for the main business number) or ask him if he wanted to go ahead with the order.

The Provider explained that unless a customer requests to cancel an outstanding application it is normal practice for it to follow up for payment. This is why the

Representative called the Consumer on 9 and 17 January.<sup>1</sup>

I am not satisfied the Consumer would have been aware of this practice and the Provider's representative did not make this clear during the call. Therefore, in the circumstances, it was reasonable for the Consumer to have believed the call was about payment for the secondary number he had already asked to be progressed.

# 7.3 The Representative did not agree to transfer the main business number by setting up the direct debit details on 21 January

I am not satisfied that the Representative agreed to the transfer of the main business number by setting up the direct debit details on 21 January. This is because, although the Representative did update the direct debit details, I am satisfied he had no intention to progress the application for the main business number.

It is clear from the Representative's previous interactions with the Provider that he had no intention to transfer the main business number. During the initial sales call on 7 January, the Representative highlighted his concerns about the potential downtime and said he did not want to transfer the numbers because the Provider did not offer line hunt. In the second call on 7 January at 16:42pm, the Representative confirmed more than four times that he only wanted to transfer the secondary number.

The Representative says he did not pay for the main business number. However, the information shows after the Representative's call with the Provider on 17 January, direct debit details were updated online on the account for the main business number. The call was at 12:32pm and two minutes later, at 12:34pm the Provider sent the Representative an email with a link to setup the direct debit details.

The Provider's system notes show:

- on 17 January, direct debit details were updated for account number xxxxxxx (the main business number) but failed

The Representative said he does not recall whether he logged in to the online account to update payments details on 17 or 21 January 2091. In my view, it is more likely than not that the Representative did log in to the account using the

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<sup>&</sup>lt;sup>1</sup> Appendix A

link the Provider sent and updated the payment details, triggering the application to progress.

However, as discussed above, it was reasonable for the Representative to have believed that the call on 17 January was for the secondary number. This explains why the Representative logged in and in the circumstances, I am not satisfied the Representative intended to progress the application and did not authorise the transfer of the main business number.

# 8 The Provider should pay the Consumer the reasonably foreseeable losses experienced because of the unauthorised transfer

I am satisfied the Provider should pay the Consumer the reasonably foreseeable losses it experienced because of the unauthorised transfer. This includes

- Technician fees totalling \$1,210
- Loss of profits totalling \$2,586.50.

#### 8.1 Technician fees totalling \$1,210

I am satisfied the Consumer incurred technician fees totalling \$1,210 because of the unauthorised transfer.

The Representative said he contacted the Provider and the Existing Provider and both told him the issue was with the other provider. The Provider's notes show the Representative had reported problems with the service from 29 January and representatives agreed to escalate the fault but did not tell him the main business number would be transferred.

In the circumstances, it was reasonable for the Representative to engage a private technician to identify the cause of the problem and attempt to minimise any impact on the business.

The Representative provided an invoice showing a technician went to the business address on 31 January 2019 and carried out works to find the fault with the phone and internet which involved checking all the cables.<sup>2</sup>

The Provider says it is not responsible for the fees because the technician checked the Consumer's internal wiring which is beyond the Provider's scope of support. I am not persuaded by this argument. The Consumer engaged the technician because it believed there was a fault and would not have incurred the cost if the Provider had not transferred the main business number without

<sup>&</sup>lt;sup>2</sup> Invoice dated 2 February from technician

authority. Therefore, I am satisfied this cost was reasonably foreseeable in the circumstances and the Provider is responsible for it.

#### 8.2 Loss of profits totalling \$2,586.50

I am satisfied:

- The unauthorised transfer interrupted the Consumer's service between 29 January and 5 February
- It was reasonably foreseeable that the Consumer would experience business loss from the unauthorised transfer
- The Consumer's financial information shows a loss of \$2,586.50 in profits

# 8.2.1 The unauthorised transfer interrupted the Consumer's service between 29 January and 5 February

On the information available I am satisfied the Consumer had problems with incoming calls for a week, between 29 January and 5 February 2019 (the affected period).

The Provider said the Consumer was not able to receive incoming calls for five days between 31 January and 4 February 2019. This is not consistent with the Provider's records which show:

- The Representative reported issues with incoming calls as early as 29 January
- The issue extended to no internet on 30 January, and

The transfer for the main business number did not complete until 5 February.

Although the Representative asked to divert all incoming calls to his mobile, the Provider confirmed the calls did not divert until after the transfer completed on 5 February 2019.

# 8.2.2 It was reasonably foreseeable that the Consumer would experience business loss from the unauthorised transfer

I am satisfied it was reasonably foreseeable that the Consumer would experience business loss from the unauthorised transfer.

The Provider maintains that it should not be responsible for business loss because the Consumer decided to select a residential plan. In my view the type of plan the Consumer selected for the secondary number is not a relevant factor

in deciding whether the Provider is responsible for the loss. This is because the Consumer experienced loss as a result of the Provider transferring the main business number and the Consumer did not agree to move this number or to put it on any plan.

The Provider acknowledged its staff were aware the Consumer would likely use the service for business purposes, if it did transfer its services to the Provider. This is supported by the fact that the account was setup in a company name and all correspondence was addressed to the Consumer.

The Representative explained that during the affected period, the Consumer missed calls from customers and this impacted the Consumer's sales. The Consumer sells hygiene products over the phone and online. In my view it is reasonably foreseeable that the Consumer would experience loss of business if it could not receive incoming calls from customers or access the internet due to the unauthorised transfer of the main line.

# 8.2.3 The Consumer's financial information shows a loss of \$2,586.50 in profits

I am satisfied the Consumer's financial information shows a loss of \$2,586.50 in profits.

The Consumer provided weekly sales reports between December and March for the years 2014 to 2019.

Appendix C sets out the Consumer's monthly sales figures between January and March from the year 2016 to 2019. The information shows the Consumer was a growing business and its sales increased over the years. Therefore, it is not possible to determine what loss, if any, the Consumer experienced by simply comparing the sales in the affected period with the sales in the years before.

The information also shows that the monthly sales between January and March in the years 2016 to 2018 were comparable. It is reasonable to expect that the same months in 2019 would also be similar.

I have calculated the average weekly sales between January and March 2019, excluding the last week of January and then compared it with the actual sales on the last week of January to find the difference.

The average weekly sales between January and March 2019 (excluding the last week of January) is \$36,033.91. In the last week of January 2019, the Consumer made \$28,849.19 in sales. The difference between the two is \$7,184.72.

The Consumer's gross profit margin for the financial year 2018 to 2019 was 36%.

This means a reasonable	assessment	of the	Consumer	's loss	of profits	for	the
affected period is \$2,586	.50.						

Judi Jones

Telecommunications Industry Ombudsman

### Appendix A - Chronology of key events

Date	Source	Summary of notes
7/1/2019	Sales call recording	Initial sales call
7/1/2019	Email from the Provider to C	Order received notification Confirming the Provider ADSL2+ with home phone Username: nightnday1 (main number) Account number: xxxxxxxx
7/1/2019	Email from the Provider to C	Order received notification Confirming the Provider ADSL2+ with home phone Username: nightnday2 (secondary number)) Account number: xxxxxxx
7/1/2019 16:42	Call recording and Nightnday2 care notes Record ID: xxxxxxxx	The Representative called the Provider to complete order for secondary number.
8/1/2019 16:54	Email from the Provider to C	Welcome to the Provider email Confirms services will be activated. Just a reminder your username is nightnday2. (Secondary number)
9/1/2019	Nightnday1 care notes  Record ID: xxxxxxxx	The Provider attempted to call the Representative. Left message for call back.  NOTE TO CS: there is no active payment if customer calls back, please advise to send dd details/form or process payment by cc DD Link Sent to email on file
17/1/2019 10:17	Email from the Provider to C Relates to nightnday2 (secondary number)	Addressed to the Provider customer (xxxxxxxxx) ADSL2+ Home Phone Installation confirmed Tuesday 22 January 2019 Between 1pm and 5pm.
17/1/2019 12:32	The Provider call recording and Nightnday1 care notes Record ID: xxxxxxx	The Provider called the Representative to setup direct debit.

Date	Source	Summary of notes
17/1/2019 12:34	Email from the Provider to C	You have recently informed us on the phone that you would like to pay for your Provider service via direct debit from your bank account.  To confirm your direct debit details and agree with the Provider's terms and conditions click the link below.
17/01/2019	The Provider's system notes	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
17/1/2019 14:04	Nightnday2 care notes  Record ID: xxxxxxx	The Provider called the Representative.  - Informed customer of installation date:2019-01-22, cutover time: 15:10:00  - advised installation is for remote activation only  - attendance is not required  - advised to plug in the modem and turn it on to test the service.
21/1/2019	The Provider's system notes	xxxxxxxxxxx AUTD <d142> Direct debit/credit DJ1H10B1CCG-03TT5J for CustID xxxxxxx accepted  xxxxxxxxxxx AUTD <a063> Created Receipt xxxxxxxx for CustID xxxxxxxx  xxxxxxxxx AUTD <a021> Modified Customer xxxxxxx balance from \$0.00 to \$-189.94</a021></a063></d142>
21/1/2019	The Provider's receipt payment record	Number xxxxxxxxxx User Num xxxxxxxxx Username nightnday1 Date Raised 2019-01-21 Amount \$-189.94

Date	Source	Summary of notes
21/1/2019	Email from the Provider to C	Addressed to the Provider customer (xxxxxxx)  ADSL2+ Home Phone Installation confirmed
15:42	Relates to nightnday2 (secondary number)	Wednesday 30 January 2019 Between 1pm and 5pm.
23/1/2019	Nightnday2 care notes  Record ID: xxxxxxxxx	The Representative called the Provider to report problem with installation. Reason for calling: hp not working Customer's calling from: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
	Nightnday2 care notes Record ID: xxxxxxxxxx	<ul> <li>advised that installation is already completed</li> <li>relay this to cust</li> <li>complains that service still not working</li> <li>advised cust that we need to wait for the completion advise from the Provider within 24 hrs but definitely will have the service works within a day</li> <li>advised may try to check the service from time to time</li> <li>advised once internet works 3-4 wd for the porting to be completed</li> </ul>
23/1/2019	Porting information	Installation complete
24/1/2019	The Provider porting information	Porting request sent to the Provider for phone number: xxxxxxxxxxx
29/1/2019	The Provider porting information	Port completion for phone number: xxxxxxxxxx
29/1/2019 15:17	Nightnday2 care notes	consulted LNP: porting is completed - called the customer back on xxxxxxxxxx. advised porting process is now completed did a warm transfer to help desk - closing ticket
29/1/2019 15:19	Nightnday2 care notes Record ID: xxxxxxxx	The Representative reported incoming call issue. The Provider said porting has been completed Unable to talk Left note - pls assist when call back

Date	Source	Summary of notes
29/1/2019 15:44	Nightnday2 care notes Record ID: xxxxxxx	ADSL Fault escalated to: Existing Provider Customer Fault  The Provider checked and confirmed that the number is already ported.  - Called customer @ xxxxxxxxxx.  - Was able to talk to him.  - When the customers his number it doesn\\\'t work.  - Customer\\\'s mobile phone is from the Provider.  - Customer tried 2 phones but it wouldn\\\'t work.  - Customer get a message that the number he\\\'s calling is disconnected.  - Customer\\\'s outbound is working just fine.  - Customer doesn\\\'t have other network to use for calling his number.  - Call from mobile is not barred.  - No other HP to use.  - Advised customer case will be escalated to engineering dept. and update will be given within 24 hours.
30/1/2019 11:04	Nightnday2 care notes  Record ID: xxxxxxx	The Representative called the Provider to report no internet and ongoing problems with landline. The Provider created a new ticket for incoming call issue  Noted customer need the service for business  Suggested Escalation Ticket template
31/1/2019	The Provider porting information	Porting request sent to Existing Provider for phone number: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
31/1/2019 13:24	Nightnday1 care notes  Record ID: xxxxxxxx	<ul> <li>porting has been requested without customer's consent</li> <li>xxxxxxxxxx</li> <li>number is being ported out</li> <li>not supposed to have been ported</li> <li>transfer to cs</li> </ul>
31/1/2019 15:19	Nightnday1 care notes  Record ID: xxxxxxxx	issue: in progress porting cust claims that he didn't requested for that advised that its now in progress and we've already sent a request to the Provider with ref #, xxxxxxx reference to from Existing Provider cust wants me to call Existing Provider to stop porting cust said that its an inbound medical emergency line cust wants us to expedite it cust wants to speak with porting team. spoke with LNP

Date	Source	Summary of notes
		was advised that we need to wait until 2019-02-04 for the update spoke with colleague since cust was insisting was advised that 90-95% porting will be completed since its too late cust needs to request for port in once completed with the Provider. Existing Provider will initiate port out request cust wants me to conduct an investigation while he's on the other line. refused for call back and willing to wait
5/2/2019	The Provider porting information	Port completion for phone number: xxxxxxxxxx

### Appendix B - The Consumer's financial information

